

EXHIBIT D



NON-DISCLOSURE AGREEMENT BETWEEN Vital Management Services, Inc. AND Patrick Grayson.

This Non-Disclosure Agreement (the "Agreement") is made and effective **August 30th, 2018**.

BETWEEN: **Vital Management Services, Inc. (VMS)** (the "Disclosing Party"), a corporation organized and existing under the laws of North Carolina, USA of with its head office located at:

1340 Environ Way, Chapel Hill, NC 27517. USA

AND: **Patrick Grayson (DBA Grayson & Co)** (the "Receiving Party"), an individual with his main address located at:

268 Battersea Park Road
London SW11 3BP, UK

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WHEREAS, Receiving Party has been or will be engaged in the performance of work on research, strategic advice, media consulting and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, Receiving Party and Disclosing Party wish to evidence by this Agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Both Parties understand and agree that each Party may have access to the confidential information of the other party. For the purposes of this Agreement, "Confidential Information" means proprietary and confidential information about the Disclosing Party's (or its suppliers') business or activities. Such information includes all business, financial, technical, and other information marked or designated by such Party as "confidential" or "proprietary." Confidential Information also includes information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. For the purposes of this Agreement, Confidential Information does not include:

- A. Information that is currently in the public domain or that enters the public domain after the signing of this Agreement.
- B. Information a Party lawfully receives from a third Party without restriction on disclosure and without breach of a non-disclosure obligation.
- C. Information that the Receiving Party knew prior to receiving any Confidential Information from the Disclosing Party.

- D. Information that the Receiving Party independently develops without reliance on any Confidential Information from the Disclosing Party.

Each Party agrees that it will not disclose to any third Party or use any Confidential Information disclosed to it by the other Party except when expressly permitted in writing by the other Party. Each Party also agrees that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control.

2. TERM

The term of this Agreement is 36 months from the date of execution by both Parties.

3. TITLE

The Receiving Party agrees that all Confidential Information furnished by the Disclosing Party shall remain the sole property of the Disclosing Party.

4. DISCLAIMER

Nothing contained in this Agreement or in any Confidential Information constitutes any express or implied warranty of any kind. All representations or warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non-infringement, are hereby disclaimed. Neither this Agreement nor any Confidential Information shall create, nor shall be deemed to create, a legally binding or enforceable Agreement or offer to enter into any business relationship.

5. NO LICENSE GRANTED

Neither party grants to the other: any license by implication or otherwise to use any Confidential Information except as expressly provided in this Agreement.

6. COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

7. UNAUTHORIZED USE

Receiving Party shall promptly advise Disclosing Party in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Receiving Party Personnel or former Receiving Party Personnel.

8. INJUNCTIVE RELIEF

Receiving Party acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this Agreement will cause Disclosing Party irreparable damage, and that Disclosing Party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

9. MODIFICATIONS

This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

10. PRIOR UNDERSTANDINGS

This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

11. WAIVER

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

12. COMPLIANCE WITH LAW

The Receiving Party agrees to abide by all federal, state, and local laws, ordinances and regulations.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DISCLOSING PARTY

Nick del Rosso
Authorized Signature

Nick del Rosso, President
Vital Management Services, Inc.

RECEIVING PARTY


Authorized Signature

Patrick Grayson - Principal
Grayson & Co